

RESOLUTION NO. 2012-290-R

**A RESOLUTION AUTHORIZING MAYOR TO ENTER INTO A
HOST LEASE AGREEMENT WITH REDSTONE ENERGY GROUP, LLC,
FOR THE INSTALLATION OF SOLAR ELECTRIC GENERATION SYSTEMS.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is hereby authorized to enter into an agreement on behalf of the City with Redstone Energy Group, LLC, for the installation of solar electric generation systems at Dublin Park, Palmer Park, Fire Station #3 and City Hall, each system to consist of parking canopies or picnic shelters or a combination thereof, said agreement to be substantially similar in purpose, intent and composition to that certain document attached hereto and identified as "Host Lease Agreement", and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of August, 2012.

Ronica Ondocsin, President
Madison City Council
City of Madison, Alabama

ATTEST:

Melanie A. Williard, City Clerk-Treasurer

APPROVED this 13th day of August, 2012.

Paul Finley, Mayor
City of Madison, Alabama



HOST LEASE AGREEMENT

This PHOTOVOLTAIC SYSTEM HOST LEASE AGREEMENT ("Lease") made and entered into this ____ day of _____, 2012 (the "Effective Date"), by and between Redstone Energy Group, LLC, hereinafter referred to as (Lessor), an Alabama limited liability company with an address of 4245 Balmoral Drive, Huntsville, Alabama 35801 ("Lessor"), and _____, a _____ company with an address of _____ ("Lessee"). Lessor and Lessee are sometimes referred to as the "Party" or collectively as the "Parties."

RECITALS

- A. Lessee is the owner/rights holder of the Site and would like to have a solar electric generation system suitable for the production and delivery of electric energy (System) on the Site.
- B. Lessor is a developer, owner, and operator of the System. .
- C. Lessee desires to realize the benefits of having the System installed on the Site, either as a canopy style covered parking system or a rooftop system or combination thereof, and to share equally in the Net Operating Income during the Additional Term of the lease.
- D. Lessee further desires to utilize the clean renewable energy produced by the System and to share in the net operating revenue during the additional term.
- E. Lessor desires to install the System on the Site for the production of energy and other financial aspects of owning and operating the System during the initial term of the lease and sharing in the net revenue during the additional term.
- F. This Lease is being executed and delivered pursuant to and in accordance with a certain Tennessee Valley Authority (TVA) Interconnection Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. Terms and Definitions

The definitions for the following terms which are used throughout this Agreement are as follows:

- A. **Additional Term** – The second 25 year lease term during which the Lessee is entitled to a 50% share of the net operating income realized by the Lessor.
- B. **Commercial Operation Date** – The Commercial Operation Date is the date Lessor gives Lessee written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point.
- C. **Condition Satisfaction Date** – The date in which all the conditions of Section 4 must be met as specified in Exhibit 1.

- D. **Delivery Point** – The point at which the Tennessee Valley Authority interconnects to the system to enable it to meter delivered electricity.
- E. **Environmental Attributes** – Environmental Attributes means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydro fluorocarbons, per fluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Lessee and Lessor shall file all tax returns in a manner consistent with this Section 3. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradable renewable credits and Green-eR products.
- F. **Environmental Incentives** – Environmental Incentives means any and credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.
- G. **EV** – Electric Vehicle Charging Station System
- H. **Force Majeure** – means any act of God, weather, labor actions or inactions, or material shortages as expanded upon and set forth hereinafter that delay or prevents a Party from timely performing obligations under this Agreement or from complying with conditions required under this Agreement if such act or event, despite the exercise of reasonable efforts, prevents performance. Wrongful acts, gross negligence, or events that can be or should have been capable of reasonable control by either party cannot be justification for such delay, non performance, and noncompliance. Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided or mitigated by, and are beyond the reasonable control of the Party relying thereon as justification for such delay, nonperformance or non compliance. , Force Majeure may include without limitation: an Act of God or the elements, epidemic, landslide, mudslide, sabotage, terrorism, lightning, earthquake, flood or similar cataclysmic event, an act of public enemy, war, blockade, civil insurrection, riot, civil disturbance, or strike or other labor difficulty caused or suffered by a Party or any third party beyond the reasonable control of such Party. For the avoidance of doubt any inability to pay any amounts owed to a Party hereunder shall not be excused by or considered a Force Majeure event hereunder nor shall any inability to timely perform any obligation hereunder which is based on any increased financial cost to a Party (even if caused by a Force Majeure event) be considered a Force Majeure event hereunder.
- I. **Governmental Authority** – Governmental Authority means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body,

agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

- J. **Initial Term** – The first 25 year Lease Term.
- K. **Insolation** – Insolation is the unobstructed access to sunlight, often referred to as “shading” such as caused by shadows or any interference with direct sunlight at all times.
- L. **License Area** – The Premises.
- M. **Net Operating Income** – Net Operating Income is the net taxable profit after revenue, expenses, and proportionate share of general and administrative expenses of Lessor attributable to the Site.
- N. **Premises** – The totality of the property under ownership or with ownership rights on which the Project Site is located and which may be required to be traversed to access the System and as further detailed in addendum A to Exhibit 3.
- O. **Production** – The total revenue generated under the TVA connection and sale agreement for producing and delivering energy to the TVA including actual energy sale and any incentive payments, tax credits, environmental attribute, etc.
- P. **PV** – Photovoltaic System
- Q. **Site(s)** – Location(s) where the System will be installed as further indicated on Exhibit 2 attached hereto under System Location.
- R. **System (System)** – Solar covered parking canopy to include: PV/EV System and Charging Station or Rooftop solar mounted system as described on Exhibit 2. . .
- S. **Tax Credits** - means any and all (i) investment tax credits, (ii) production tax credits and (iii) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.
- T. **TVA** – Tennessee Valley Authority.

2. Term of Agreement

The term of this agreement shall be composed of:

2.a. Initial Term. The initial term (“**Initial Term**”) of this Agreement shall commence on the Commercial Operation Date and continue for a period of twenty-five (25) consecutive years (the “Term”), unless earlier terminated as provided for in this Agreement.

2.b. Additional Term. The additional term (“**Additional Term**”) of this Agreement shall commence at the termination of the Initial Term and continue for a second consecutive 25 year period under those conditional terms provided for within this agreement.

This Agreement may only be terminated early in accordance with the Termination section of this Agreement.

3. Environmental Attributes and Environmental Incentives.

Lessor is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, Environmental Attributes, Environmental Incentives and/or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Lessor. Lessee shall cooperate with Lessor in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and/or Tax Credits. Lessee shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless approved in advance for reimbursement by Lessor in writing. If any Environmental Incentives are paid directly to Lessee, Lessee shall pay such amounts over to Lessor within 5 days of receipt of same. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Lessee, if engaged in commerce and/or trade, shall submit to Lessor for approval any press releases regarding Lessee's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Lessor. Approval shall not be unreasonably withheld, and Lessor's review and approval shall be made in a timely manner to permit Lessee's timely publication.

4. Conditions to Obligations

4.a. Conditions to Lessor's Obligations.

Lessor's obligations under this Agreement are conditioned on the completion of the following conditions to Lessor's reasonable satisfaction on or before the Condition Satisfaction Date:

- i. Completion of a physical inspection of the Site, including, if applicable, geotechnical work, and other real estate due diligence to confirm the suitability of the Site for the System;
- ii. Approval of (A) this Agreement and (B) the Financing Agreement (if any) for the System by Lessor's funding or financing partner and;
- iii. Receipt of all necessary zoning, land use and building permits or any other government approval or permit necessary to install the System;
- iv. Execution of all necessary agreements with TVA for interconnection of the System to the electric distribution system; and
- v. Confirmation that all insurance requirements of this agreement have been met.

4.b. Conditions to Lessee's Obligations.

Lessee's obligations under this Agreement are conditioned on the completion of the System and the occurrence of the Commercial Operation Date for the System by the date set forth in Exhibit 1. Upon the completion of the foregoing conditions, Lessee's obligations under this agreement shall become executory and shall continue unabated excepted as otherwise provided herein.

4.c. Failure of Conditions.

If any of the conditions listed in subsections a or b above are not satisfied by the applicable dates specified in those subsections, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions but in no event shall there be less than a minimum of a 60 day period

to cure any failure. If the parties are unable to negotiate new dates and the cure period has expired, only then may the Party that has not failed to meet an obligation terminate this Agreement upon ten (10) days written notice after the cure period to the other Party without liability for costs or damages or triggering a default under this Agreement.

5. Lessor's Rights and Obligations.

5.a. Permits and Approvals. Lessor, with Lessee's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:

i. any zoning, land use and building permits required, if any, to construct, install and operate the System; and

ii. any agreements and approvals from TVA necessary in order to interconnect the System to the TVA's electric distribution system. Lessee shall cooperate with Lessor's reasonable requests to assist Lessor in obtaining such agreements, permits and approvals.

iii. Lessee shall execute any and all landowner consents required in order for the Lessor to obtain the permits referred to in this section. In the event that property taxes or other impositions must be kept current in order for the Lessor to obtain the permits, the Lessee shall make those payments required in order for the Lessor to obtain the permits.

5.b. Standard System Repair and Maintenance. Lessor shall construct and install the System at the Site. During the Term of the lease, Lessor will operate and perform all routine and emergency repairs to, and maintenance of the System at its sole cost and expense, except for any repairs or maintenance resulting from Lessee's negligence, willful misconduct or breach of this Agreement. Lessor shall not be responsible for any work done by others on any part of the System unless Lessor authorizes that work in advance in writing. Lessor shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Lessor or Lessor's contractors and Lessee shall be responsible for any damage or loss of the system production as a result of such unauthorized contractor activities. Any System repairs for which Lessee is then responsible, Lessee shall pay Lessor for diagnosing and correcting the problem, at Lessor or Lessor's contractors' then current standard rates. In no event shall Lessee authorize any party other than Lessor to perform any repairs or other activities that would affect the System. Lessor shall provide Lessee with reasonable notice prior to accessing the Project Site to make standard repairs.

5.c. Breakdown Notice. Lessee and Lessor shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Lessor's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Lessee shall notify Lessor immediately upon the discovery of an emergency condition affecting the System.

5.d. Use of Contractors and Subcontractors. Lessor shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement. However, Lessor shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.

5.e. Liens and Payment of Contractors and Suppliers. Lessor shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Lessor under this Agreement and shall keep the System free and clear of any liens related to such charges. Lessor shall indemnify Lessee for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the System or the Site in connection with such charges; provided, however, that Lessor shall have the right to contest any such lien, so long as it provides reasonable assurances of payment that either remove such lien from title to the System and the Site or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the System or the Site. Lessee shall keep the system free and clear of any liens related to its activities as they relate to the Site and shall indemnify Lessor for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the System; however, that Lessee shall have the right to contest any such lien, so long as it provides

reasonable assurances of payment that either remove such lien from title to the System or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the System.

5.f. Non Disturbance Agreement. Lessee shall provide Lessor with a Non Disturbance Agreement in a form acceptable to Lessor or Lessor's financing parties in the event the Site is subject to any present or future encumbrances.

6. Lessee's Rights and Obligations.

6.a. System Access Rights. Lessee grants to Lessor and to Lessor's agents, employees and contractors an irrevocable exclusive license running with the Premises (the "**License**") for access to, on, over, under and across the Premises as more particularly described in Exhibit A to **Exhibit 3** (the "**License Area**") for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (b) performing all of Lessor's obligations and enforcing all of Lessor's rights set forth in this Agreement; and (c) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect to the TVA's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Lessor shall notify Lessee prior to entering the Project Site except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or this Agreement termination (the "**License Term**"). During the License Term, Lessee shall ensure that Lessor's rights under the License and Lessor's access to the License Area are preserved and protected and shall not interfere with or permit any third parties to interfere with such rights or access. The grant of this License shall survive termination of this agreement by either Party. Lessee agrees that Lessor may record a memorandum of license in substantially the same form attached hereto as **Exhibit 3** in the land records respecting the License.

6.b. OSHA Compliance. Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.

6.c. No Alteration of Project Site. THIS PROVISION IS INCONSISTENT WITH 5B ABOVE. Lessee shall not make any alterations or repairs to the Site which may adversely affect the operation and maintenance of the System without Lessor's prior written consent. If Lessee wishes to make such alterations or repairs to the site, Lessee shall give prior written notice to Lessor, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Lessor the opportunity to advise Lessee in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Lessee shall be responsible for all damage and loss of production to the System caused by Lessee or its contractors, and in no event shall Lessee's make any alterations or repairs to the System situated on the site per 5b above. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Lessee's alterations and repairs, shall be done by Lessor or its contractors at Lessee's cost. All of Lessee's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits. Loss of Production for any period over 4 hours during such repair shall be reimbursable at the same rate as if the System had produced the energy calculated based on the energy rate and any additional attribute in affect on the day of the outage.

6.d. Liens. Lessee shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Lessee shall immediately notify Lessor in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Lessor, and shall indemnify Lessor against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim.

6.e. Security. Lessee shall be responsible for maintaining the physical security of the Project Site and the System. Lessee will not conduct activities on, in or about the License Area or the Project Site that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.

6.f. Insolation. Lessee understands that unobstructed access to sunlight ("**Insolation**") is essential to Lessor's performance of its obligations and a material term of this Agreement. Lessee shall not in any way cause, and shall not in any way permit, any interference with the System's Insolation. If Lessee becomes aware of any activity or condition that could diminish the Insolation of the System, Lessee shall notify Lessor immediately and shall cooperate with Lessor in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Lessor, and that such injury may not be adequately compensated by an award of money damages, and that Lessor is entitled to seek specific enforcement of this Section 6(f) against Lessee. Lessee will maintain all landscaping, including the trimming of all trees so as to insure Insolation.

6.e. Staging. Lessee shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System construction.

7. Relocation of System.

If Lessee ceases to conduct business operations at and/or vacates the Premises or is prevented from operating the System at the Site during the first ten years of the Initial Term, Lessee shall have the option to provide Lessor with a mutually agreeable substitute premises located within the TVA district as the terminated System acceptable to Lessor. Lessee shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Lessee shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be the remainder of the Term of this Agreement and such amended agreement shall be deemed to be a continuation of this Agreement without termination. Lessee shall also provide any new Lessee, owner, Lessor or mortgagee consents or releases required by Lessor or Lessor's Financing Parties in connection with the substitute Project Site. Lessee shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Lessor in connection with removal of the System from the Project Site and installation and testing of the System at the substitute Project Site and all applicable interconnection fees and expenses at the substitute Site, as well as costs of new title search and other expenses connected to preserving and refilling the security interests of Lessor's Financing Parties in the System. Lessor shall remove the System from the vacated Site prior to the termination of Lessee's ownership, lease or other rights to use such Site. Lessor will not be required to restore the Site to its prior condition but shall promptly pay Lessee for any damage or loss of production caused by Lessor during removal of the System, but not for normal wear and tear. If Lessee is unable to provide such substitute Site and to relocate the System as provided, any early termination will be treated as a default by Lessee. At any time after the 10 years, the Lessee will not be able to substitute the System, however it will have the right to exercise its purchase option under paragraph 11 of the Agreement and take possession of the System. In that event, Lessee will have the right to contract with REG or any other party for the transfer or movement of the System to another location.

8. Removal of System at Expiration.

Upon the expiration or earlier termination of this Agreement (provided Lessee does not exercise its purchase option), Lessor shall, at its expense, remove all of its tangible property comprising the System from the Site on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Term. Excluding ordinary wear and tear, the Project Site shall be returned to its original condition including the removal of System mounting pads or other support structures if any, but not including underground substructures or wiring if any. In no case shall Lessor's removal of the System affect the integrity of Lessee's roof if a roof mounted system is noted on Exhibit 2, which shall be as leak

proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications if necessary as a result of the removal of a roof mounted system. Lessor shall leave the Site in neat and clean order. If Lessor fails to remove or commence substantial efforts to remove the System by such agreed upon date, Lessee shall have the right, at its option, to remove the System to a public warehouse and restore the Site to its original condition (other than ordinary wear and tear) at Lessor's cost. Lessee shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

9. Representations and Warranties.

a. General Representations and Warranties. Each Party represents and warrants to the other the following:

(1) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

(2) Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

9.b. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor the following:

(1) License. Lessee has the full right, power and authority to grant the License contained in Section 6(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Lessee or the Site and this Agreement will not result in a breach or default under any agreement by which Lessee is bound or that affects the Site or the System.

(2) Other Agreements. Neither the execution and delivery of this Agreement by Lessee nor the performance by Lessee of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Lessee is a party or by which Lessee or the Site is bound.

(3) Accuracy of Information. All information provided by Lessee to Lessor, as it pertains to the Site's physical configuration, Lessee's planned use of the Project Site, and Lessee's estimated electricity requirements, are accurate in all material respects.

(4) Lessee hereby disclaims any and all ownership rights to the System and acknowledges the System is the personal business property of the Lessor.

10. System and Project Site Damage

10.a. System and Project Site Damage.

(1) Lessor's Obligations. If the **System** is damaged or destroyed other than by Lessee's negligence or willful misconduct, Lessor shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last ten (10) years of the Initial Term or during any Additional Term, Lessor shall not be required to restore the System, but may instead terminate this Agreement. However, notwithstanding the foregoing should the Lessee desire to maintain the system and agrees (i) to pay for the cost of such restoration of

the System or (ii) to purchase the System at the Purchase Option Price proportionately discounted on an equal ratio to the percentage of the system that has not been destroyed, then Lessor will agree to either (i) reconstruct the System or (ii) to sell the system at the reduced price.

(2) Lessee's Obligations. If the **Site** is damaged or destroyed by casualty of any kind or any other occurrence other than Lessor's negligence or willful misconduct, such that the operation of the System and/or Lessee's ability to accept the electric energy produced by the System are materially impaired or prevented, Lessee shall promptly repair and restore the Site to its pre-existing condition; provided, however, that if more than 50% of the Project Site is destroyed during the last five years of the Initial Term or during the Additional Term, Lessee may elect either (i) to restore the Project Site or (ii) to pay the Termination Value set forth in **Exhibit 1** and thereupon terminate this Agreement.

11. Insurance.

11.a. Lessee's Insurance. At all times during the Term of this Agreement, Lessee shall at its own cost and expense, obtain and maintain in effect commercial general liability insurance, covering all aspects of Lessee's Operations on the Site, naming the Lessor as an additional insured thereunder, with bodily injury and property damage coverage, of at least One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate limit. Lessee shall have worker's compensation insurance covering its employees as required by law, and shall require any of Lessee's subcontractors engaging in operations at the Project Site to have worker's compensation insurance as required by law. Lessee shall provide to Lessor certificates evidencing such coverages within 15 days of execution of this Agreement and within 15 days of the expiration of coverage and upon reasonable request.

11.b. Lessor's Insurance. At all times during the Term of this Agreement, Lessor shall at its own cost and expense, obtain and maintain in effect commercial general liability insurance, covering all aspects of Lessor's Operations, naming Lessee as an additional insured thereunder, with bodily injury and property damage coverage, of at least One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate limit. Lessor shall have worker's compensation insurance covering its employees as required by law, and shall require any of Lessor's subcontractors engaging in operations at the Site to have worker's compensation insurance as required by law. Lessor shall provide to Lessee certificates evidencing such coverages within 15 days of execution of this Agreement and within 15 days of the expiration of coverage and upon reasonable request.

11.c. Subrogation. Lessor and Lessee each hereby waive all claims and rights against the other (and their respective members, partners, shareholders, directors, managers, employees, agents, contractors, subcontractors, and representatives) for any damage to or destruction of real or personal property of Lessor or Lessee to the extent coverable by the insurance actually maintained or required to be maintained hereunder plus any deductible or self insured retention amounts under such policies (such that each Party is responsible for funding the deductible or self insured retention amounts for losses under its own insurance policies). All property insurance policies covering the Property carried at any time during the Term by either Party shall include a waiver by the insurer of all right of subrogation and a clause to the effect that such waiver of subrogation shall not adversely affect or impair such policies or prejudice the rights of the insureds to recover thereunder. The provisions of this Section 11.c. shall survive the expiration or termination of this Agreement.

12. Ownership of System.

12.a. Throughout the Initial Term, Lessor shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes, and the System shall remain the personal property of Lessor and shall not attach to or be deemed a part of, or fixture to the Site or the Premises. Each of the Lessor and Lessee agree that the Lessor is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Lessee covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Site or the Premises on

notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Lessee shall provide a disclaimer or release from such lien holder. If Lessee is the fee owner of the Premises, Lessee consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Site is located. If Lessee is not the fee owner, Lessee will obtain such consent from such owner. Lessee further agrees to deliver to Lessor a non-disturbance agreement in a form reasonably acceptable to Lessor from the owner of the Site (if the Project Site is leased by Lessee), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises.

12.b. At expiry of the Initial Term and the first day of the Additional Term, Lessor (the First Lessor) agrees to transfer ownership of the System to a newly formed single purpose entity (the Second Lessor) which shall replace the First Lessor and be deemed the Lessor under this Agreement and all terms and conditions of this agreement will continue and inure to the Second Lessor. The parties hereto agree to sign an amended and restated agreement confirming and ratifying the terms of this agreement bearing the signatures of the Lessee and the Second Lessor. (for all purposes, reference to the Second Lessor shall also be deemed to refer to the Lessor under this Agreement) The Second Lessor shall be owned by Redstone Energy Group, LLC (REG) and the Net Operating Income as defined in this Agreement shall be shared equally between Lessor and Lessee. At expiration of Initial Term, the First Lessor will transfer ownership of the System from the First Lessor to the Second Lessor. Thereafter the Second Lessor shall operate the System as a separate business and treat it as an equal partnership for purposes of financial considerations. The Second Lessor will retain full ownership and control of the business and have full responsibility of operations including maintenance as Lessor and owner, however Net Operating Income shall be equally shared between Lessor and Lessee,

13. Option to Purchase.

At the end of the sixth (tenth (10th) Contract Year and each year thereafter, so long as Lessee is not in default under this Agreement, Lessee may purchase the System from Lessor on any such date for the Option Price listed on Exhibit 1. Such price shall remain set for the entire year and not be subject to a pro rata reduction. Lessee must provide a notification to Lessor of its intent to purchase at least sixty (60) days and not more than one hundred eighty (180) days prior to the end of the date in which a closing is proposed and the purchase price will be determined based on the year in which the closing actually occurs. Upon purchase of the System, Lessee will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Lessor shall have no further liabilities or obligations hereunder.

14. Confidential Information

The Parties agree to keep the terms and conditions of this Lease and of any information, data and materials which may be disclosed to each other or exchanged between them in the performance of their obligations hereunder (whether in oral, written, or any other form, "Confidential Information") confidential and not to disclose the same to any Person other than to those of its owners, directors, managers, officers, employees, representatives, consultants, agents, lenders or investors who are involved directly or indirectly in the transactions herein contemplated, in an potential sale or financing of the Property or as may be required by legal process; provided, that the foregoing shall not apply to any information, data and materials which (a) prior to or subsequent to disclosure hereunder was obtained by the recipient from a third party who, to the recipient's knowledge, is not in violation of any obligation of confidentiality or non-disclosure in making such disclosure; (b) prior to disclosure hereunder was in the public domain (other than as a result of any action or inaction of the recipient); or (c) subsequent to disclosure hereunder enters the public domain other than as a result of any inaction or breach by the recipient of its obligations hereunder. Either Party shall be entitled to enforce the restrictions set forth herein by way of injunctive relief without the necessity of proving any actual damages. If either party is obligated under legal process to disclose any Confidential Information of the other Party it shall, (i) prior to any disclosure, give notice to

such other Party of such disclosure and provide such assistance reasonably requested by such other Party to object to such disclosure or to maintain the confidentiality of the Confidential Information to be disclosed and (ii) in any event limit such disclosure to the extent necessary to comply with such legal process and seek confidential treatment for all such Confidential Information so disclosed.

15. Defaults and Remedies.

15.a. Lessee Event of Default Defined. The occurrence of any of the following shall be an "Event of Default" on the part of the Lessee:

(i) The failure by Lessee to perform any of the terms and conditions of this Agreement and failure to remedy the same within (60) days after receipt of notice from Lessor to do so; provided that in the case of breaches of obligations under this Lease which are susceptible to cure but cannot be cured within sixty (60) days after receipt of notice from Lessor through the exercise of due diligence, so long as Lessee commences such cure within sixty (60) days after receipt of notice from Lessor and thereafter diligently and continuously pursues such cure, such breach shall not be deemed to create an Event of Default hereunder.

15.b. Lessor Remedies. At any time following and during the continuance of an uncured Event of Default on the part of Lessee:

(i) Lessor may cure any default by Lessee after Lessee's cure period has expired. If Lessor at any time by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Lessor shall be due immediately from Lessee to Lessor.

(ii) Subject to the requirement for notice and right to cure set forth hereinabove and to any Security Interest Holder, Lessor may terminate Lessee's right to possession of the System upon written notice to Lessee after the occurrence of an Event of Default by Lessee. No act by Lessor other than the giving of such notice to Lessee shall terminate this Agreement. This Agreement and Lessee's rights and obligations hereunder shall continue as long as Lessor does not terminate this Lease, and Lessor shall have the right to all revenue generated by the system as well as the Additional Rent noted above.

15c. Lessor Event of Default Defined. The occurrence of any of the following shall be an "Event of Default" on the part of the Lessor:

(i) The failure by Lessor to perform any of the terms and conditions of this Agreement and failure to remedy the same within (60) days after receipt of notice from Lessee to do so; provided that in the case of breaches of obligations under this Lease which are susceptible to cure but cannot be cured within sixty (60) days after receipt of notice from Lessee through the exercise of due diligence, so long as Lessor commences such cure within sixty (60) days after receipt of notice from Lessee and thereafter diligently and continuously pursues such cure, such breach shall not be deemed to create an Event of Default hereunder.

15d. Lessee Remedies At any time following and during the continuance of an uncured Event of Default on the part of Lessor:

(i) Lessee may terminate this Agreement, deliver back to Lessor possession of the System as provided for within this Lease and seek recovery from Lessor of any amounts due from any damages as a result of Lessor's breach.

(ii) Lessee may pursue such other rights and remedies as Lessee is entitled to at law or in equity.

16. Termination of this Agreement

16.a. Termination at lease maturity.

This Lease will automatically expire at end of any and all terms of this Lease. At termination the System will be removed and the Project Site restored as per the provisions of Section 8 of this Agreement.

16.b. Termination on default.

(i) Default by Lessee. In the event of default all the provisions of section 15 shall apply.

(ii) Default by Lessor. In the event of default all the provisions of section 15 shall apply.

16.c. Early Termination.

(i) Termination prior to System Installation. Section 4 of this Agreement containing Conditions to Obligations shall apply.

(ii) Termination resulting from Purchase Option. Section 13 shall apply.

16.d. Termination from Condemnation. If any portion of the Project Site or System shall be taken or condemned for a public or quasi-public use (a "Taking"), Lessee shall give prompt written notice thereof to Lessor. All compensation awarded for a taking of the fee and leasehold estate of the System, consideration paid for a conveyance in lieu of condemnation, as damages or otherwise, or consideration paid for the loss of Production or business income related to the System, or consideration paid for the removal or relocation of the System shall belong to and be the property of the Lessor. Should the Condemnation result in a loss of 20% or greater of the actual production of the System, the Lessor shall have the right, after receiving payments from the condemning authority, to terminate this lease and remove its System.

17. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama, without reference to its conflict of law rules. Each of the Parties consents to the exclusive venue and personal jurisdiction of the courts located in Huntsville, Alabama. Any such actions regarding the enforcement of this Agreement shall be brought in the Alabama state courts located in Huntsville, Alabama.

18. Dispute Resolution

Except where necessary to seek injunctive relief to prevent or enjoin loss or harm to Intellectual Property or Confidential Information, any dispute arising out of or relating to this Agreement shall be subject to mandatory confidential mediation for a period of up to thirty days, unless extended mutually by the parties, by a neutral third party mediator acceptable to both parties. Any dispute not resolved by such mediation, arising out of or relating to this Agreement shall be subject to final and binding arbitration under the then-current Commercial Arbitration Rules of the American Arbitration Association; provided that the arbitrator(s) shall be neutral and shall be chosen from a panel of arbitrators knowledgeable in the business of microelectronics or electronics manufacturing. The arbitration shall be held in Huntsville, Alabama, unless otherwise mutually agreed by the parties. The arbitrator(s) shall not have the power to award consequential, punitive or exemplary damages, or any damages which are disclaimed or waived in this Agreement. The decision and award of the arbitrator(s) shall be final and binding, and the award so rendered may be entered in any court having jurisdiction thereof. Where it is necessary for a party to seek injunctive relief to prevent or enjoin immediate and irreparable loss or harm to Intellectual Property or Confidential Information, Lessor and Lessee hereby irrevocably and unconditionally submit to the jurisdiction of the courts of the State of Alabama and all courts competent to hear any appeal therefrom. Nothing contained herein shall be deemed to waive arbitration for any claim other than injunctive relief to the sole extent described herein. In any event, the prevailing party in any dispute shall be entitled to recover its reasonable expenses incurred in any proceeding, including reasonable attorney's fees. EACH

PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

19. Indemnification

Each Party ("Indemnifying Party") shall defend, indemnify and hold the other Party and its Affiliates, and any and all of its and their respective officers, directors, shareholders, employees, agents and representatives, or invitees and any and all of its and their assigns, successors, heirs and legal representatives, harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by the other Party arising directly or indirectly out of a breach of any representation, obligation, warranty or covenant of the Indemnifying Party hereunder. The Indemnifying Party shall defend the Party at the Party's request, against any such liability, claim or demand. The Party agrees to promptly notify the Indemnifying Party of any written claim or demands against the Party for which the Indemnifying Party is responsible hereunder.

20. Hazardous Material.

Each Party shall not violate, and shall indemnify the other Party for, from and against any claims, costs, damages, fees or penalties (including reasonable attorneys' fees and costs of investigation and defense) arising from a violation (past, present, or future) by Lessor or Lessor's agents or contractors of, any federal, state or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Site.

21. LIMITATION OF LIABILITY

Except for the warranties stated herein for the Lessee, no warranty, condition or representation, expressed, implied, oral or statutory, is provided to the Lessee or any third party, including, without limitation, any warranty, condition or representation: (A) of merchantability, fitness for a particular purpose, satisfactory quality, or arising from a course of dealing, usage, or trade practice; (B) that the products will be free from infringement or violation of any rights, including Intellectual Property rights of third parties; or (C) that the operation of any software supplied will be uninterrupted or error free. This disclaimer and exclusion shall apply even if the express warranty herein fails of its essential purpose. The Lessee's sole and exclusive remedies hereunder and the only liability of Lessor is expressly limited to the terms of this Agreement. Lessor shall not be liable to the Lessee, or any third party, for any other special, consequential, incidental, exemplary or indirect costs or damages, including without limitation, litigation costs, loss of data, production or profit arising from any cause whatsoever, regardless of the form of the action, whether in contract, tort (including negligence), strict liability or otherwise. Even if advised of the possibility of such costs or damages. For purposes of this provision, Lessor includes Lessor's directors, officers, employees, agents, representatives, affiliates, subcontractors, and suppliers. Notwithstanding anything herein to the contrary, any claims for damages by either Party arising under or in connection with this Agreement shall be reduced by any actual recoveries under such party's insurance policies.

22. Notices

All notices given under this Agreement (each, a "Notice") shall be in writing and delivered to the notice addresses of the parties at the address noted on the first page of this lease or elsewhere as changed by the Parties from time to time, by one or more of the following methods, (i) given by certified mail, postage prepaid, return receipt requested, and is deemed given on the third (3rd) business day after the date of posting in a United States Post Office, (ii) given by a nationally recognized overnight courier and is deemed given one day after delivery to the overnight courier, or (iii) given by personal delivery and

is deemed given upon receipt by the notified party. At any time, either party may designate in writing to the other party a different notice address.

23. Changes

This Agreement cannot be modified or amended except by a written instrument signed by the parties.

24. Waiver

No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision of this Agreement will constitute a waiver of any subsequent breach, default or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision of this Agreement.

25. Assignment and Financing.

25.a. Assignment. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Lessor may, without the prior written consent of Lessee, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any Investor or Financing Party, (ii) directly or indirectly assign this Agreement to an affiliate of Lessor, (iii) assign this Agreement to an entity through which Lessor is obtaining financing or capital for the System Construction and (iv) assign this Agreement to any person succeeding to all or substantially all of the assets of Lessor (provided that Lessor shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Lessor's obligations hereunder by the assignee). Lessee's consent to any other assignment shall not be unreasonably withheld if Lessee has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

25.b. Financing. The Parties acknowledge that Lessor may obtain construction and long-term financing or other credit support from lenders or third parties ("Financing Parties") in connection with the installation, construction, ownership, operation and maintenance of the System. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. The Parties also agree that Lessor may assign this Agreement to the Financing Parties as collateral, and in connection with any such assignment, Lessee agrees to execute a consent to assignment in customary form and reasonably acceptable to the Financing Parties.

26. Survival Of Obligations And Liabilities

Termination of this Agreement shall not relieve either party of any obligation under this Agreement which expressly or by implication survives termination of this Agreement including its obligations under the following section headings: Insurance, Indemnification, Limitation of Liability, Confidential Information Governing Law, and Dispute Resolution.

27. Force Majeure.

Notwithstanding any other provisions of this Agreement, each Party's obligations under this Agreement shall be suspended and excused, and the Term and any other time periods set forth herein shall continue and be extended for a like period of time, during an event of Force Majeure AS DEFINED IN PARAGRAPH 1 H. . The party rendered unable to fulfill any obligation by reason of a Force Majeure

shall take all action necessary to remove such inability with all due speed and diligence. The nonperforming Party will be prompt and diligent in attempting to remove the cause of its failure to perform, and nothing herein shall be construed as permitting that party to continue to fail to perform after said cause has been removed; provided, however, the obligations to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party suffering the event of Force Majeure shall, as soon as practicable, notify the other Party in writing of the nature, cause, date of commencement thereof and the anticipated extent of any delay or interruption in performance; provided, however, that a Party's failure to give timely notice shall not affect such Party's ability to assert Force Majeure except to the extent the delay in giving notice prejudices the other Party.

28. Severability

The invalidity, illegality or unenforceability of any one or more provisions of this Agreement will not affect or impair the validity, legality or enforceability of the remaining provisions, which will remain in full force and effect.

29. Exculpation

Notwithstanding anything herein to the contrary, no personal liability, recourse, action or proceeding shall be had or brought under any circumstance to or against any director, officer, member, shareholder, partner, principal, beneficiary, agent, or representative of either Party.

30. Brokerage

Each Party represents and warrants to the other Party that it has not engaged a broker in connection with this Agreement or the transactions contemplated hereby, and each Party agrees to indemnify, defend and hold the other Party harmless of, from and against any and all liabilities arising from any breach of the foregoing, including claims for brokerage commissions and finder's fees and including the non-breaching Party's attorneys' fees. The provisions of this Section 32 shall survive the expiration or termination of this Agreement.

31. Entire Agreement, Relationship

This Agreement contains the entire agreement and understanding between the parties relative to the subject matter herein, and supersedes any prior agreements and understandings between the parties relating to such subject matter, whether verbal or written.

32. Counterpart

This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same document. The parties agree that signatures transmitted by facsimile or e-mail (electronically scanned) shall be binding as if they were original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Redstone Energy Group, LLC (Lessor)

PV/EV Project Host (Lessee)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

Exhibit 1

System Value Attachment

1. **Initial Term:** Twenty-five (25) years, beginning on the Commercial Operation Date.

2. **Additional Term:** One (1) Additional Terms of Twenty Five (25) years.

3. **Environmental Incentives and Environment Attributes Accrue to Lessor.**

4. **System Retail Value:** 50kw Dual PASA - \$315,000

5. **Condition Satisfaction Date:** _____

6. **Anticipated Commercial Operation Date:** _____

7. Purchase Option

YEAR	OPTION PRICE
10	\$
11	\$
12	\$
13	\$
14	\$
15	\$
16	\$
17	\$
18	\$
19	\$
20	\$
21	\$
22	\$
23	\$
24	\$
25	\$

9. Termination Value:

YEAR	TERMINATION VALUE
1	\$315,000
2	\$x
3	\$x
4	\$x
5	\$x
6	\$x
7	\$x
8	\$x
9	\$x
10	\$x
11	\$x
12	\$x
14	\$x

15	\$x
16	\$x
17	\$x
18	\$x
19	\$x
20	\$x
21	\$x
22	\$x
23	\$x
24	\$x
25	\$x

Exhibit 2

System Description, Project Site, Delivery Point and License Area.

1. Project Site:

2. System Size (DC kW): 50kW

3. Expected First Year Energy Production:

4. Expected Structure: Solar covered parking canopy equipped with an electric vehicle charger; or
Roof Mounted Solar Arrays on Ballast Racking; or
Ground Mounted Solar Arrays on Pile Driven or Hydrocoil Mounted Racking.
A full description with Specifications is attached hereto.

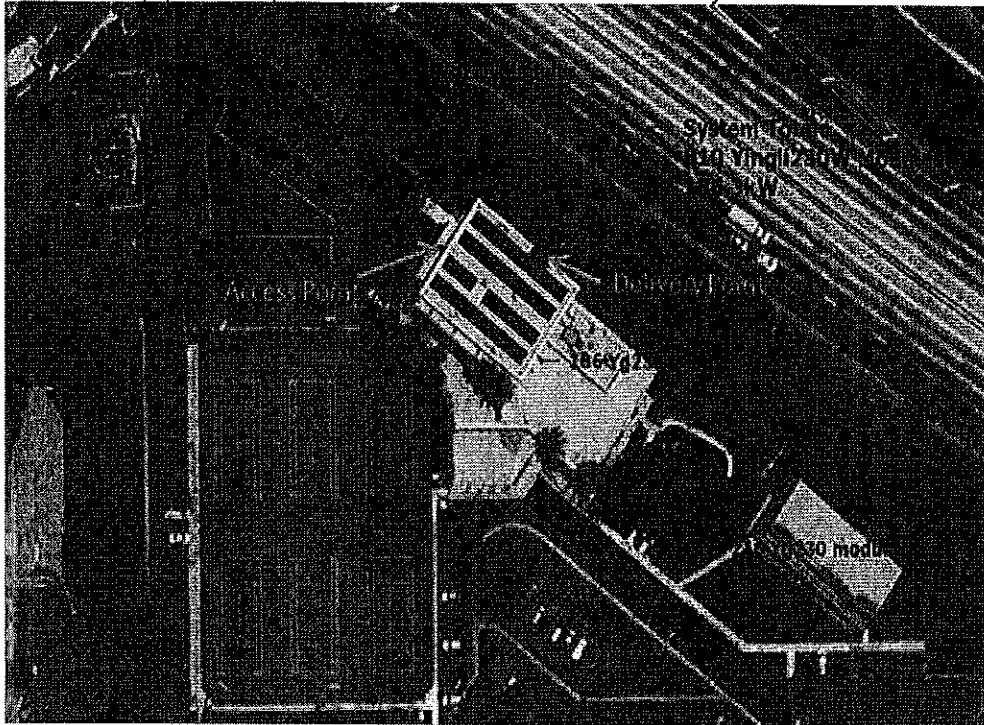
5. Includes:

Redstone Energy Group system installation, service and on-going maintenance for the life of the project.

Delivery of turnkey 50kW solar photovoltaic system installed (carport, rooftop, or ground open shade free area) at Project Site

6. Delivery Point and License Area: Lessor shall attach a schematic that contains the:

- (i) array;
- (ii) Delivery Point; and
- (iii) access points needed to install and service System



(SAMPLE SCHEMATIC SHOW AS PLACEHOLDER FOR ACTUAL LESSEE)

Exhibit 3

MEMORANDUM OF LICENSE

RECORDING REQUESTED BY AND WHEN)
RECORDED RETURN TO:)
)
Redstone Energy Group)
4245 Balmoral Drive)
Huntsville, Alabama 35801)
Attention: Lease/License Administrator)

(space above this line reserved for recorder's use)

MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE is made and entered into this ____ day of _____, 2012, (the "Effective Date") by and between Lessee Owner whose address is _____ ("Lessee"), and Redstone Energy Group, LLC, whose address 4245 Balmoral Drive, Huntsville, Alabama 35801 ("Lessor").

A. Lessee is the owner of certain real property ("**Premises**"), located in the County of _____, State of Alabama, attached to this Memorandum of License as Exhibit A and incorporated herein by reference.

B. Lessor and Lessee have entered into a Host Lease Agreement dated on or about the Effective Date (the "**Agreement**") under which Lessor is providing (1) a solar covered parking canopy system and/or (2) a Roof Mounted Solar system and/or (3) a Ground Mounted Solar system (the "**System**") at the Lessee's Premise. The Agreement is for an Initial Term of Twenty Five (25) years, beginning on the Effective Date and ending on the Twenty Five (25) year anniversary of the Commercial Operation Date with an Additional Term of Twenty Five (25) years. Pursuant to the Agreement, Lessee has granted Lessor an irrevocable, exclusive license ("**License**") over the Site for the purposes and on the terms set forth in the Lease.

Lessor and Lessee agree as follows:

1. Lessee hereby grants to Lessor the License over the Premises on and subject to the terms and conditions set forth in the Agreement which is incorporated herein by reference.
2. Lessor shall have the right to access the Premises at any time to carry out the terms of the Agreement.
3. The term of the License begins on the Effective Date and continues until one hundred and twenty (120) days after the termination of the Agreement.
4. This Memorandum of License shall not be deemed to modify, alter or amend in any way the provisions of the License or the Host Lease Agreement. In the event of any conflict between the terms of the License and/or the Host Lease Agreement and this Memorandum, the terms of the License and/or the Host Lease Agreement, as applicable, shall control.
The undersigned have executed this Memorandum of License as of the date first written above.
5. Licensee shall be entitled to quiet enjoyment of licensed premise.

Lessee

Lessor

Lessee Name

Redstone Energy Group, LLC

By:
Name:
Title:

By:
Name: Cole Walker
Title: President

NOTARY ACKNOWLEDGEMENT PAGE FOLLOWS

STATE OF ALABAMA)
) ss.
COUNTY OF MADISON)

On _____, before me, _____,
Notary Public, personally appeared _____, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), as an officer of _____ and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

STATE OF ALABAMA)
) ss.
COUNTY OF MADISON)

On _____, before me, _____, Notary Public, personally appeared
_____, who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Exhibit A

To Memorandum of License

Legal Description of Premises:

That certain real property located in the County of Madison, State of Alabama described as follows:

Parking Canopy

Canopy Understory

Picnic Structure

